



## PLASBOX MANUFACTURING ONLINE TERMS AND CONDITIONS OF SALE

### 1. GENERAL

- 1.1 The **Seller or Plasbox** shall mean Sherry Group Pty Limited T/A Plasbox Manufacturing, ABN 96 133 131 316.
- 1.2 The **Buyer** shall mean the addressee of this online purchase.
- 1.3 All orders accepted through the site are subject to the following terms and conditions which shall govern the contract of sale.
- 1.4 This Site is a shopping website where you can browse, select and purchase products from Plasbox.

### 2. COMPLIANCE

- 2.1 As the Buyer you agree to be bound by and to comply with these online terms and conditions and to comply with any relevant laws relating to the use of the Plasbox site when placing your order through the site.
- 2.2 As the Buyer you agree not to copy or use any data including photo's on the Plasbox site for any commercial purposes such as copying photo's for yours/anyone else's website or for price and/or information scraping.

### 3. ORDERING OF PRODUCTS

- 3.1 By placing an order for product/s through this site you the Buyer are making an offer to purchase the product/s at the price notified (including any freight costs, other fees or taxes) at the time of placing the order.
- 3.2 By placing an order online you are agreeing to provide Plasbox with complete and accurate details which are current at time of order placement and for the proceeding fourteen working days after the order has been placed.
- 3.3 Plasbox may need to confirm Buyers details, which may involve additional details provided by the Buyer for Plasbox to process the Buyers order.

### 4. BUYER ACCOUNT

- 4.1 The Buyer is responsible for maintaining the confidentiality of the Buyers account, password & restricting access to the computer for which transactions are made.
- 4.2 The Buyer agrees to accept responsibility/liability for all activities that occur under your account or password.
- 4.3 Plasbox has the right to refuse service, cancel orders, remove or edit content at Plasbox's own discretion.

### 5. ACCEPTANCE OR REJECTION OF AN ORDER

- 5.1 Plasbox may need to reject your order from time to time, due to but not limited to error's in product descriptions and/ or price's on the site or where the requested product is not available. If Plasbox rejects the Buyers order in Part or in Full, Plasbox will endeavour to notify the Buyer of the rejection at the time you place the order or within a reasonable period after the order has been submitted
- 5.2 For each order that Plasbox accepts through the shop online site Plasbox will supply the order in accordance with these terms and conditions.
- 5.3 Plasbox will send the Buyer an email confirmation of the order; note that due to Junk filters and firewalls we cannot guarantee your receipt of the confirmation.

### 6. CANCELLING OF AN ORDER

- 6.1 Following on from clause five(5) 'Acceptance or rejection of an order', clause 6 covers 'cancelling an order which Plasbox has confirmed'.
- 6.2 Plasbox may need to cancel your confirmed order from time to time, due to but not limited to error's in product descriptions and/ or price's on the site or where the requested product is not available or where the Buyers order has been placed in breach of these terms and conditions. If Plasbox cancels the Buyers confirmed order in Part or in Full, Plasbox will endeavour to notify the Buyer of the cancellation within a reasonable period after the order has been confirmed.
- 6.3 If Plasbox has cancelled all or part of the confirmed order and payment has been made;
  - (a) in the case of a Part cancelled order Plasbox will endeavour to refund the original charges of the product that has been cancelled as long as cancellation is not due to a breach by the Buyer of these terms and conditions; or
  - (b) in the case of the whole order being cancelled then Plasbox will endeavour to refund the full payment amount as long as cancellation is not due to a breach by the Buyer of these terms and conditions;
  - (c) if the confirmed order is cancelled due to a breach by the Buyer of these terms and conditions then Plasbox holds the right to charge the Buyer;
    - (i) An administration fee; and
    - (ii) A cancellation fee of \$25 (AUD)These fee's are to be firstly taken from the refund amount back to the Buyer and then the balance is to be refunded back to the Buyer. The refund payment for 6.2 (a) (b) or (c) will be refunded back to the Buyers original payment method or through an alternative means.
- 6.4 The Buyer may cancel an order or a confirmed order by sending an email using our website [www.plasbox.com.au](http://www.plasbox.com.au) and filling in the Contact Us page (these requests will only be processed Monday to Friday between 10:00am to 3:00am E.S.T). The Buyer must state the order number and date the order was placed for the order to be cancelled. If the Order has already been shipped then the order cannot be cancelled, please refer to our returns section. On acceptance of a cancelled order Plasbox will refund the Buyer there payment to the original payment method or through an alternative means.

### 7. DELIVERY OF PRODUCTS

- 7.1 Plasbox will only deliver products ordered through the site to areas where we provide delivery services; your order may also be dispatched as multiple deliveries over various days depending on the size and quantities of the order and each of those deliveries may consist of more than one parcel/box which may arrive at different intervals. Plasbox only deliver's to addresses within Australia. Plasbox does not deliver to PO Box's.
- 7.2 Orders will generally be dispatched from Plasbox one(1) to seven(7) working days from when order is confirmed although this time frame may be less or more from time to time. Once Orders have been dispatched then Plasbox will email a dispatch notification. Delivery time to your address will depend on the courier delivering your product.
- 7.3 The delivery fee for your order depends on the dimensions and weight of the total products you have ordered and the delivery address of the order.
- 7.4 In agreeing for your order to be delivered you are agreeing to certain delivery requirements that need to be met, they are;
  - (a) the address supplied is not a PO Box;
  - (b) the address is where the appropriate person will be present to accept delivery of the order;
  - (c) the person accepting delivery may be asked to show us the credit card for us to conduct our verification checks
  - (d) if the appropriate person is not at the delivery address to receive the delivery or credit card cannot be verified then we will not deliver the ordered products. If this happens then the courier company may leave a calling card for which you will need to ring them within 24hours to organise re delivery, if the goods are returned back to Plasbox without delivery being made then you may be charged an additional delivery charge for Plasbox to re send your order.
  - (e) that you agree and acknowledge that any person at the delivery address who receives the products/order is authorised to do so by you.

### 8. PRODUCT DESCRIPTIONS

- 8.1 Plasbox will attempt for product descriptions and sizes quoted to be as accurate as possible although these details may vary from time to time therefore Plasbox does not warrant that the product descriptions and sizes are accurate, complete, current, and reliable or error free.



## 9. PERFORMANCE / LIABILITY

- 9.1 The buyer assumes responsibility for the goods being sufficient and suitable for the buyer's purpose.
- 9.2 The Seller shall not in any event whatsoever be under any liability to the Buyer nor to any third party who may claim through the Buyer for any loss, damage, injury, disease, death, loss of profits or any indirect or consequential loss caused by any act or omission of the Seller, its employees or agents arising out of the performance or non-performance, supply or non-supply of any goods or services provided for or contemplated by this contract or quotation.

## 10. RETURNS POLICY

- 10.1 Retain your receipt otherwise known as your confirmation order number; if you lose your receipt you lose your proof of purchase. Plasbox will not accept a bank or credit card statement as proof of purchase nor does Plasbox re-issue receipts if they have been lost.
- 10.2 The seller guarantees to make good any defects in the goods herein specified where such defects are proved to the seller and are acknowledged by the seller as defective materials or workmanship and notified to the seller in writing within five (5) working days of receipt of delivery:
  - (i) the goods were of the seller's design and manufacture;
  - (ii) the defects were not caused by misuse, negligence, inadequate supervision;
  - (iii) the defects did not arise through damage in transit;
  - (iv) the goods have not been altered, damaged or repaired by the buyer or by any other person without the seller's written consent;
  - (v) the obligation under this guarantee, statutory or otherwise, is limited to the replacement by our Wetherill Park NSW factory, of such goods as shall appear to us, upon inspection at such point to have been defective in material or workmanship.
  - (vi) this guarantee does not obligate Plasbox to bear the cost of labour or transportation charges in connection with the replacement of defective goods nor shall it apply to goods upon which alterations have been made by a third party, unless authorised by us.
  - (vii) Plasbox shall have no other liability whatsoever including consequential loss in respect of goods rejected by the buyer or delivered in a damaged condition or lost in transit
- 10.3 To return a product, if Plasbox has advised to return the product; we will advise at the same time as to how that product needs to be returned and what costs might be involved to return the product.
- 10.4 Plasbox does not accept returns due to change of mind, ordered wrong or not fit for purpose for which box was purchased for. So make sure you choose carefully.
- 10.5 The seller will not insure any deliveries.

## 11. FEE'S, CHARGES AND PRICE'S

- 11.1 All fees and charges identified in these terms and conditions and all prices for the Products do not include GST, GST is charged at the end of the shopping cart.
- 11.2 Price's may change from time to time and Plasbox does not provide notice of these changes, although once we have confirmed an order Plasbox will not change the price's in the order we have confirmed.
- 11.3 There may be fee's charged in relation to cancelled orders, refer to section 6 cancelling of an order.
- 11.4 We will charge you, and you agree to pay the purchase price of each Product that is ordered, the delivery fee for your order, GST and any other fees and charges set out in these terms and conditions.

## 12. PAYMENT

- 12.1 Plasbox accepts the following payment methods; visa, MasterCard and PayPal, by choosing to pay by visa or MasterCard you are accepting Plasbox to debit the amount that is payable for an accepted order.
- 12.2 If Plasbox is unable to debit your nominated card as per to cards accepted in clause 12.1 above then Plasbox may cancel your order.
- 12.3 You must not attempt to pay or pay for any products ordered in an unlawful or fraudulent way.

## 13. SPECIFICATIONS / PHOTOS

- 13.1 The seller reserves the right to change the specification of any goods quoted in its sales literature at any time without notice.
- 13.2 The photos Plasbox has provided on its site ([www.plasbox.com.au](http://www.plasbox.com.au)) is meant as an indication for illustration purpose only. The actual product may differ in such ways like but not limited to size perception, colour etc.
- 13.3 Any goods shown in the photos such as candles, chocolates and other such goods are done so as indication of what a product would look like in the Product we are selling, therefore they are not included.
- 13.4 As per to clause 2.2 compliance; As the Buyer you agree not to copy or use any data including photo's on the Plasbox site for any commercial purposes such as coping photo's for yours/anyone else's website or for price and/or information scraping.

## 14. TERMINATION

- 14.1 Plasbox may stop making the site or parts of it available without prior notice. Orders that Plasbox have accepted will not be affected and are subject to clause five(5) acceptance or rejection of an order and these Online terms and conditions.
- 14.2 Plasbox may immediately suspend, terminate or limit the Buyers access to the Buyers account if the Buyer has or is in Breach of these Online terms and conditions, and:
  - (i) The Buyer fails to remedy the breach within five(5)working days of Plasbox advising of the Breach;
  - (ii) The breach cannot be remedied;
  - (iii) If there is an emergency; or
  - (iv) There has been no activity on the Buyers account for one(1) year or more.

## 15. PRIVACY POLICY

- 15.1 Plasbox respects your privacy; please view Plasbox's privacy policy for more information.

## 16. LAW

- 16.1 These Terms and Conditions of Sale shall be subject to and construed with the laws of New South Wales and the Buyer and Seller agree to submit to the jurisdiction of the Courts of the State and the Commonwealth of Australia.  
Plasbox may change these online terms and conditions without notice, therefore Plasbox recommends that the Buyer read the Online terms and conditions before placing any orders through the Plasbox site.